

**TOURISM DIRECTOR AGREEMENT  
FOR CONTRACT LABOR**

**SABINE COUNTY CHAMBER OF COMMERCE  
SABINE COUNTY TOURISM COMMITTEE**

THE STATE OF TEXAS           §  
  § KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SABINE           §

This CONTRACT LABOR AGREEMENT ("Agreement") is made, and entered into effective the 1<sup>st</sup> day of February 2017, by and between the Sabine County Chamber of Commerce (SCCOC) and Andrea Jordan (the "Tourism Director").

WHEREAS, the Sabine County Chamber of Commerce (SCCOC), and Andrea Jordan (the "Tourism Director") believe that a contract labor agreement negotiated between the SCCOC and the Director can be mutually beneficial to the SCCOC, Sabine County, the Sabine County Tourism Committee (SCTC) appointed by the Sabine County Judge, the Tourism Director, and the community they serve, and;

WHEREAS, when appropriately structured, the contract labor agreement can strengthen the relationship between the SCTC, the SCCOC, and Tourism Director by enhancing the excellence, and continuity of tourism initiatives, and;

WHEREAS, the SCCOC on behalf of the SCTC, desires to contract for services of the Tourism Director, pursuant to the terms, conditions, and provisions of this Agreement, and;

WHEREAS, the position of Tourism Director is funded by the SCTC with Hotel / Motel Tax Receipts at the pleasure of the Sabine County Judge, and such receipts have been set aside for Tourism Director services, and;

WHEREAS, the Tourism Director has agreed to accept this Agreement subject to the terms, conditions and provisions set forth below.

NOW, THEREFORE, the SCCOC and the Tourism Director, for and in consideration of the terms, conditions and provisions hereinafter established have agreed and do hereby agree as follows:

**I. Term**

**1.1 TERM.** The term of this Agreement shall be for a term of 1 year (initial term 11 months) beginning on February 1, 2017 (the "Commencement Date") and ending on December 31, 2017, provided, however, that

the term of this Agreement shall be subject to earlier termination by the SCCOC, pursuant to Article V – Termination, only with consent and approval of the SCTC.

1.2 **EXTENSION.** Each year at the conclusion of the original term, this Agreement shall automatically be extended for an additional year, unless the SCCOC, with consent and approval of the SCTC notifies the Tourism Director in writing at least 60 days prior to the anniversary of the effective date of this Agreement that it has voted to not extend this Agreement.

## II. Compensation

2.1 **Compensation.** Compensation (the contract fee), shall be calculated on a 24-hour work week. Initially, the rate of pay shall be \$15.00 per hour. It is understood that the pay range for this contract position is \$15.00 - \$18.00 per hour, and is a part-time position only. The contract fee shall be paid once every two weeks based on an hourly rate calculation. (Example: Initial monthly contract reimbursement is calculated as follows: \$15.00/hr x 24 hours x 52 weeks divided by 26 payments equals bi-weekly compensation, which equals \$720.00 every two weeks). First pay period shall be Friday February 10, 2017.

2.2 **SALARY ADJUSTMENTS.** At any time during the term of this Agreement, the SCTC may, in its discretion, evaluate, review and adjust the salary of the Tourism Director, but in no event shall the Tourism Director be paid less than the compensation set forth in paragraph 2.1.

2.3 **HOURS OF WORK.** Tourism Director, SCTC, and SCCOC agree that the hours to be worked are flexible, as long as total monthly hours equal at least the 24 hour per week threshold. The Tourism Director acknowledges the proper performance of the Director's duties require the Director to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Director agrees to devote such time as is necessary to perform Director's Duties and that the compensation herein provided includes compensation for the performance of all such services. Tourism Director shall maintain a weekly time sheet and submit to the SCTC monthly.

2.4 **Expenses.** The SCCOC shall pay or reimburse the Tourism Director for reasonable expenses incurred by the Tourism Director in the continuing performance of the Director's duties under this Agreement. The SCCOC agrees to pay the actual and incidental costs incurred by the Director for travel approved by the SCTC. Such actual or incidental costs may include, but are not limited to, mileage, hotels and accommodations, meals, and other expenses incurred in the performance of tourism related duties. The Director shall comply with all procedures, and documentation requirements for expenses in accordance with the rules and policies established by the SCTC.

2.5 **Civic Activities.** The Tourism Director is encouraged to participate in community and civic organizations and activities.

2.4 **APPROPRIATION.** The SCCOC has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the SCTC in an amount sufficient to fund and pay all financial obligations of the SCCOC pursuant to this Agreement.

### III. Responsibilities:

3.1 **Responsibilities.** See attachment "A" - Sabine County Tourism Director Duties and Responsibilities

### IV. Performance Evaluation

4.1 **EVALUATION PROCESS.** The SCTC shall review the Tourism Director's job performance at least once annually with the first review being in August 2017, and subsequent annual reviews to occur during the month of October of each year thereafter unless the parties agree otherwise. The annual performance reviews and evaluations shall be in accordance with criteria and format developed jointly by the SCTC and the SCCOC.

### V. TERMINATION

5.1 **TERMINATION EVENTS.** This Agreement shall terminate upon any of the following:

- a. Mutual agreement of the SCCOC, SCTC and Tourism Director in writing and signed by them;
- b. Termination of Tourism Director for "good cause" (as defined in Paragraph 5.2 below);
- c. Expiration of the term of this Agreement.

5.2 **"GOOD CAUSE".** For purposes of this Agreement the term "good cause" is defined as follows:

- a. Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, of negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by Tourism Director under this Agreement.
- b. Any misconduct of the Tourism Director involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Tourism Director's official duties hereunder.
- c. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Tourism Director of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the SCCOC or SCTC.

### VI. GENERAL PROVISIONS

6.1 **COMPLETE AGREEMENT.** This Agreement sets forth and establishes the entire understanding between the SCCOC, the SCTC, and the Tourism Director relating to the contractual labor agreement of the parties. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

6.2 **CONFLICTS.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.

6.3 **CONTROLLING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Sabine County, Texas, unless otherwise provided by law.

Executed this 1<sup>st</sup> Day of February, 2017

**Sabine County Chamber of Commerce:**

Karen Mills  
Witness

By:

[Signature]

**Tourism Director:**

Karen Mills  
Witness

By:

Andrea Jordan

Andrea Jordan

**Sabine County Tourism Committee**

Karen Mills  
Witness

By:

[Signature]

[Signature]

Daryl Melton

Approved by: SABINE COUNTY JUDGE -

Janice McDaniel  
Sabine County Clerk

## **Sabine County Tourism Director Essential Duties and Responsibilities**

The Tourism Director works to improve quality of life for residents and enhance the visitor experience by fostering an environment dedicated to marketing, facilitating, and executing artistic, cultural/historical, and tourism initiatives. The employee in this position is responsible for developing relationships with representatives from area tourism-industry businesses to develop a coordinated marketing strategy for all stakeholders. This is a highly responsible position requiring creative and collaborative thinker who is willing and able to build a coalition of diverse interests in a manner that leads to tourist attractions complementing one another. Under minimal supervision, the employee performs highly responsible supervisory, administrative, and marketing duties for the County. The Director will be responsible for building a program that is developed from new partnerships, new ideas, and new strategies to bring as many people to Sabine County as is possible.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Develop and implement a marketing plan that will include branding, logo, advertising, content and extensive research on the proper audience and regional marketing that maximizes return on investment.
- Develop and implement an integrated marketing strategy to foster good public relations and promote tourism; direct the development of all travel and tourism marketing, including strategic planning.
- Create and nurture partnerships with and among area attractions, hospitality businesses, and other stakeholders to leverage marketing dollars to promote the tourism industry of the county.
- Creating marketing tools to take advantage of print and digital media opportunities to promote area attractions.
- Create and manage events that leverage the various tourist attractions in the county.
- Create an assessment structure designed to determine the effectiveness of marketing and outreach campaigns and utilize that information to make strategic decisions for future campaigns.
- Establish, manage and maintain a Tourism Advisory Committee to solicit feedback from industry stakeholders.
- Develop and foster a relationship with the State of Texas Tourism Department to leverage that organization's capabilities for the benefit of Sabine County's tourism industry.
- Represent the County in negotiations and participate in joint planning sessions to establish regional tourism activities; attend consumer trade shows to generate tourism sales; manage public, media and community relations.
- Represent the County with local, regional, state and national tourism organizations to coordinate the exchange of information.
- Work collaboratively with other County departments, especially Economic Development, Community Development, the Chamber of Commerce, and Parks and Recreation to implement integrated and coordinated plans.
- Actively search for funds to support tourism programs, and leverage those funds.
- Continue to grow as a professional by participating in professional development activities.
- Direct the operation of the Tourism Center.
- Recommend to the Tourism Board any actions or policies that may be helpful in carrying out the Tourism Committee's purpose.
- Develop and coordinate programs, with consent of the Tourism Committee, such as the Mainstreet Program, if beneficial to tourism objectives.
- Other duties as may be assigned from time to time by the Tourism Committee.

## **Detailed Duties:**

### **I. Marketing**

- A. Develop and implement an annual marketing plan of tourism development and promotion for Sabine County, subject to the Sabine County Tourism Committee (SCTC) approval.
- B. Assist SCTC in executing all contracts associated with conducting and implementing the annual marketing plan.
- C. Responsible to search out, write and apply for available grant opportunities to assist with achieving tourism marketing goals.
- D. Maintain on-going relationships with tour operators, sporting organizations, community groups, area businesses, cities, chamber of commerce leadership, and the general public.
- E. Develop regional marketing opportunities and collaborative efforts to maximize tourism-marketing resources. This includes working with area visitor centers, facilities, and attractions.
- F. Represent Sabine County at industry functions, conferences, tradeshow, and local events as approved by SCTC.
- G. Coordinate marketing activities for Sabine County to include website development and updates, newsletters, annual reports, member correspondences, press releases, social media and other projects assigned by SCTC.
- H. Implement all marketing programs to include use of as many Chamber of Commerce members as possible.

### **II. Organizational Management**

- A. Serve as liaison and advisor to the SCTC and such other committees in a non-voting capacity. Attend all board meetings and other SCTC functions as deemed appropriate. Prepare SCTC agendas and keep minutes of meetings. Prepare and distribute meeting materials in a timely manner.
- B. Assemble information, conduct research, and prepare such reports as may be required by the SCTC (i.e. annual reports, monthly activity reports, monthly financial reports, etc.)
- C. Responsible for the coordination of SCTC functions, events, programs, and meetings
- D. The Tourism Director shall attend, and shall be permitted to attend, all meetings of the SCTC, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, or during the Tourism Director's evaluation.

### **III. Financial Management**

- A. Develop annual operating budget for all tourism activities and operations, subject to review and approval of the SCTC.
- B. Review financial statements with Board regularly, including comparison to budget and prior year.
- C. Ensure sound financial management practices.
- D. Maintain a records and documents preservation system including all financial transactions, general correspondence and telephone contacts, files, and other office properties.

### **IV. Sales**

- A. Pursue leads through person-to-person contacts, tradeshow, telephone inquiries, website, social media, telemarketing, and direct mail.
- B. Insure that all visitor inquiries from mail, phone, fax, e-mail, and walk-ins are answered in a courteous and prompt manner.
- C. Coordinate tourism fulfillment from reader response labels resulting from advertising.
- D. Assist in development and coordination of special promotions and projects, including development of new or improved programs to attract sporting, athletic, cultural, historical, or special events to Sabine County.
- E. Provide visitor's information to conference planners, tour operators, fishing tournament directors, etc.

## **V. Tourism Community Relations**

- E. Visit local hospitality partners frequently to communicate, distribute reports, obtain calendars, and send out regularly scheduled memos of upcoming events.
- F. Gather information on upcoming area events and prepare monthly calendars of events. Maintain brochure racks with up-to-date information.
- G. Maintain database for tourism and other promotional mailings, records of travel and conference inquiries and leads.
- H. Write press releases, coordinate advertising, and maintain media relations and media advertising campaign and assess its impact
- I. Responsible for the development and overall production of brochures and other promotional materials.

The SCTC and the SCCOC understand that the list of Duties and Responsibilities for the Tourism Director is significant and that the Tourism Directors ability to fulfill all of these obligations is limited due to the position being part-time.